

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES *
2. AMENDMENT/MODIFICATION NO. <b>PR-NC-99-13374/0001</b>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. <b>PR-NC-99-13374</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709</b>	CODE	7. ADMINISTERED BY (If other than item 6) <b>Not Applicable.</b>	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>To All Offerors/Bidders.</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>PR-NC-99-13374</b>
		✓	9B. DATED (SEE ITEM 11) <b>04/07/00</b>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning   1   copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>KATHLEEN H. MOORE</b>	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

**AMENDMENTS TO THE SOLICITATION**

**NOTE: THE DUE DATE FOR RECEIPT OF PROPOSALS HAS NOT CHANGED.**

**ALL OFFERORS RESPONDING TO THIS SOLICITATION SHOULD SEND FIVE COPIES OF THE TECHNICAL PROPOSAL ONLY TO THE FOLLOWING ADDRESS.**

**ATTENTION: JACK ANDERSON  
U.S. EPA  
501 3<sup>RD</sup> STREET, NW  
WASHINGTON, D.C. 20001**

**TWO COPIES OF THE TECHNICAL PROPOSAL AND ALL COPIES OF YOUR COST PROPOSAL MUST BE SENT TO THE ADDRESS ON THE COVER SHEET OF THE RFP:**

1. The Section B clause entitled "WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 20 calendar days after receipt of a work assignment, the Contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest Plan. Within 45 days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 65 days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

(d) The contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance written authorization of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the authorized period of performance.

(e) The contractor shall perform work within the period of performance authorized in the work assignment and shall not continue performance beyond the specified period without the advance written approval of the Contracting Officer. The Government is not obligated to reimburse the contractor for level of effort/hours performed beyond the authorized period of performance.

(f) The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. Fifteen days prior to the expiration of the authorized work assignment period of performance, the contractor shall notify the Contracting Officer, Project Officer, and Work Assignment Manager whether the contractor will fully expend the authorized level of effort/labor hours within the authorized period of performance. The contractor shall not perform the additional level of effort/labor hours or continue performance beyond the specified period without the advance written approval of the Contracting Officer.

(g) The contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The contractor shall **begin/continue** work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of the revised work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the contractor has not received approval of the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised work plan, the contractor shall immediately stop work until the problem causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

(h) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

(i) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the contract terms or conditions, the contractor shall immediately notify the Contracting Officer.

(j) Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition,

the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

2. The Section H clause entitled "CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)" has been modified. The text is as follows:

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 45 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to

publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

3. The Section I clause entitled "ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (MAR 2000)" has been updated to include the current version. It has been incorporated by reference.

4. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)" has been modified. The text is as follows:

(a) Other than cost proposal instructions.

(1) Submit proposal for **other** than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions:

See Section M - Evaluation Criteria and the L provision "Past Performance Information"

The technical proposal shall be organized in accordance with the technical evaluation criteria.

#### **INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS**

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the Technical proposal.

(2) Special technical proposal instructions:

You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, and (2) an oral presentation to the Government. The Past Performance Questionnaires prepared by the offerors will be used to contact references and to evaluate the offerors' past performance.

The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

**I. WRITTEN PROPOSAL**

Written proposals should consist of five sections: Past Performance, Management Plan, Technical Approach, Quality Assurance, and Key Personnel Resume Evaluation, which are each linked to the corresponding evaluation criteria detailed in provision M.3 of this RFP. Further detail on the format and content of the requested information is discussed below.

**A. GENERAL INSTRUCTIONS**

The written technical proposals shall be prepared using the following guidance:

1. **Length** - It is strongly suggested that the maximum length of the written technical proposal shall be limited to 50 single spaced typewritten pages (25 double sided pages; on 8 ½ x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. The following items are excluded from the above stated page limitation: **Quality Management Plan**, letters of transmittal, cover page, table-of-contents, and dividers. Resumes and past Performance Questionnaires are also excluded from the above stated 50 page limitation. Foldout pages are considered as the total number of 8 ½ by 11 inch pages that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation.

2. **Organization** - Offerors are advised to supply all information in the sequence and format specified below. The offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information needed to evaluate the proposal, in accordance with the evaluation factors set forth in Provision M.3. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- a. Past Performance
- b. Management Plan
- c. Technical Approach
- d. Key Personnel Resumes
- e. Quality Assurance

3. **Charts** - In the written proposal, the Offerors are encouraged to use quantitative and graphical methods to portray facts whenever possible, through the use of charts, lists, matrices, diagrams, tabulations, etc. These charts are not excluded from the page limitation.

4. **Prohibition of Cost Data** - All costs or pricing details must be omitted from the technical proposal.

5. **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

**B. REQUIRED SECTIONS OF THE WRITTEN TECHNICAL PROPOSAL**

- 1. **Past Performance** - See L provision entitled, "Past Performance

**Information".** Additionally, the referenced projects specified under this criterion should include a brief description of the work and its relevance, by paragraph/subparagraph of Attachment 1, Statement of Work.

## 2. Management Plan

a. Offerors shall describe their approach to planning, organizing, and carrying out contract activities as presented in the SOW, so as to ensure effective, efficient, timely, and responsive support. This shall include their description of a proposed management plan, including subcontractors. Offerors shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of authority and communication within the organization, their ability to integrate the complex tasks of the SOW and oversee their concurrent implementation, and their ability to resolve potential problems arising during contract performance. Offerors should demonstrate their ability to commit personnel and maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW.

b. Offerors should submit a Labor Mix Matrix reflecting task areas of the contract, demonstrating how they plan to distribute the level of effort among the prime and subcontracting team by category of employee. This matrix is subject to the 50 page limitation stated in this provision.

3. **Technical Approach** (Offerors shall limit written responses to no more than one page per task area)

a. Offerors proposals shall provide the following:

i. Demonstrates clear knowledge of radiation protection and presents a viable approach to accomplishing the types of work required by the Statement of Work.

ii. Demonstrate its understanding and knowledge of each task area and the relative significance of each to the program in the future.

iii. The technical proposal must contain information which demonstrates that the offeror has the technical ability to successfully meet the requirements of the Statement of Work. Stating that you understand and will comply with the Statement of Work, or paraphrasing the SOW is considered inadequate. Stock phrases such as "standard procedures will be employed" and "well-known techniques will be used," are insufficient. The technical proposal must be sufficient to explain how you propose to comply with the SOW, including a full explanation of the techniques and procedures you propose to follow.

## 4. Resumes of Key Personnel

A. As specified in criterion D in provision M.3, the Program Manager, QA/QC Officer, Health Physicist, Chemical/Radiological Emergency Response Specialist, Modeler/Risk Assessor, environmental engineer and information specialist are considered key for purposes of proposal evaluation. Resumes shall be submitted for the above-cited key individuals as follows:

1. Offerors shall provide resumes for the key personnel identified in criterion D of the written proposal evaluation criteria of provision M.3. Only the resumes of the specified in criterion A of the oral proposals shall be included. **All seven individuals should be present for the oral proposals.**

2. The resumes provided shall demonstrate that the proposed personnel possess the qualifications (i.e., the education and experience stated in Section H.) necessary to successfully manage and perform the statement of work (SOW). The discussion of key personnel experience shall include: Information concerning the qualifications of these proposed key personnel of the prime and any subcontractors/consultants who will perform or manage the services provided under this contract. These individuals should include persons who are capable of providing project management and review of technical work products. Resumes provided in this section should include their education, experience (including position and dates of employment in each position), scientific or technical accomplishments, total number of years of experience, and number of years specific radiation experience.

All resumes shall be signed by the individual and a corporate official certifying the accuracy of the information. If the individual is a pending employee, signed Commitment Agreements between the individual and offeror are to be inserted behind the resumes in the technical proposal.

a. Program Manager - Offerors shall describe the proposed Program Manager's experience and capabilities, which must include organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP, and who must have experience in the task areas identified in the SOW. Please provide the contract title, contract number, project officer's name and current telephone number, contract dollar value and contract length in documenting the Program Manager's past experience. The proposed Program Manager must meet or exceed the minimum labor requirements for the P-4 Level in addition to the requirements stated above. **All of this information should be included in the Program Manager's resume.** One resume should be submitted for this position.

b. Other key personnel proposed - Offerors shall describe the role and responsibilities of other key personnel and support the individuals proposed for such roles by describing the experience and capabilities of each.

## 5. Quality Assurance -

### Solicitation (Pre-award)

The offeror shall demonstrate conformance to ANSI/ASQC E4 by submitting as a separate and identifiable part of its technical proposal

A Quality Management Plan (or equivalent) that describes the offeror's quality system for its organization. The Plan should be prepared in accordance with the specifications provided in *EPA Requirements for Quality Management Plans (QA/R-2)*. The Plan or a part of the Plan such as an addendum or appendix shall address the specific types of work to be performed for this contract. The contractor's plan shall establish and implement an effective quality system for all work or activities performed under the contract involving environmental data, including subcontracted work. The plan shall include a

title page including the Contractor's signature and space for Government approval. The approved quality system document will be incorporated into the contract.

If the contractor has an existing quality system, and if another document contains the information that is required to be in the QMP by ANSI/ASQC E4-1994 and QA/R-2, then it is not necessary to repeat or duplicate it in the QMP. The QMP should provide a cross-walk table stating the element of the QMP and where information for that element can be found. For example, Element 3.5 of the QMP from EPA QA/R-2 is the "Procurement of Items and Services". If some or all of this information is already covered in a contractor quality manual, then the QMP could include a crosswalk like this:

QMP Element	Location Where Information is Found
3.5 Procurement of Items and Services	Contractor Quality Manual

III. ORAL PRESENTATIONS TO THE GOVERNMENT

A. GENERAL

**ORAL PRESENTATIONS WILL BE HELD ONLY FOR THOSE FIRMS DETERMINED TO BE IN THE COMPETITIVE RANGE.**

Offerors shall demonstrate and present their technical and management approach for addressing the tasks identified in the SOW (Attachment 1) through oral presentations. In addition to the prepared oral presentation, the offerors will be asked a series of questions (all offerors will be asked the same questions) related to areas of the SOW in order to demonstrate their understanding of the SOW and technical expertise relevant to the SOW. The purpose of the oral presentation will be to obtain information to assess the Offerors' understanding of the requirements of the Statement of Work, their knowledge and expertise in performing the tasks identified in the SOW, and their proposed key personnel's expertise and knowledge. Only the key personnel specifically identified in the written proposal will be allowed to attend and participate in the Oral Presentations.

B. SCHEDULE FOR PRESENTATIONS

Presentations will be scheduled with offerors in the competitive range. The order in which offerors will make their presentations to the Government will be determined by a drawing of lots by the Contracting Officer. The presentations will be scheduled as tightly together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems.

C. PLACE FOR PRESENTATIONS

Presentations shall be performed in person either in Washington, D.C. or RTP, NC.

D. VIDEOTAPING

Presentations will be videotaped by the Government. Submission of videotapes or other forms of media containing the presentation is not authorized and such technical proposals shall be rejected.

E. PRESENTATION FORMAT

1. Presentations shall be made by the proposed Program Manager and up to six other members of the proposed Key Personnel staff as determined by the offeror. Offerors will make their presentations to the EPA selection officials and technical advisors. The presentations must be complete, concise and clear.

2. Offerors shall demonstrate their technical knowledge and understanding of the Statement of Work by presenting their technical and management approach to the requirement.

3. Offerors will be given a total of 60 minutes without a break to present their proposed technical and management approach. During this time offerors will address issues, processes/methodologies, schedules, roles and responsibilities, potential problems and associated solutions. No exceptions to this time frame will be allowed, and presentations shall not exceed the allotted time. Offerors shall be limited to no more than 20 briefing charts for the entire 60 minute presentation. The briefing charts shall consist of black on clear transparencies (w/o borders or background design, logos, or figures) for use on an overhead projector. EPA will provide the overhead projector. The briefing charts should highlight information in the briefing, not provide a narrative of the briefing content. The briefing charts shall be submitted no later than 2 business days prior to the offerors scheduled oral presentation time and shall be submitted to the address in Block 7 or 8 or the e-mail address in block 10C of the SF 33. Any emailed briefing charts must be in either freelance or wordperfect. If offerors intend to fax their briefing charts, they should contact Lenora Hilliard for the appropriate number. Note that it is anticipated that offerors will have no more than a week's notice of their oral proposal date. It is currently anticipated that oral proposals will begin around third week of June, 2000. The briefing charts submitted must be photocopies of the view charts used during the oral presentation. Any substitution of charts will adversely affect the evaluation of the presentation. Offerors are responsible for providing a person to flip the view graph charts, if it will not be done by the briefer. The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 20 chart limit. Offerors will also be allowed to write on a flip chart during the presentation to illustrate their points. EPA will provide the flip chart, paper table, and black pen marker.

4. Following the 60 minute presentation of the technical and management approach and any request for clarifications from the Government, offerors will be allowed a 15 minute break. Following the break, offerors will be presented with up to 12 questions directed at expertise and understanding of the different SOW task areas. Some of the questions will be directed to the individuals, and some will require a team response. Each individual will be interviewed by the panel, and will have 5 minutes prior to their interview to consider the questions. All key personnel within an

expertise area will be asked the same questions, however, different questions may be asked of the various key personnel (EX: each offeror's Program Manager will be asked the same questions, however, the Program Manager and Health Physicist may be asked different questions.) Individuals will be sequestered after their interviews. The team will be permitted 15 minutes to consider their questions prior to their panel interview.

5. Responses to the questions must be oral, but the team will have access to the Government supplied flip chart during preparation and may use the flip chart during the presentation as a visual aid.

6. The Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for the purpose of clarification only and will not constitute discussions within the meaning of FAR 15.610. The Government intends to award a contract without discussions. If the Government determines that discussions and best and final offers (BAFO's) are necessary, the offeror will not be permitted to make any revisions to the oral presentation or to the answers given by the offeror's team during the question and answer sessions in writing or otherwise.

7. NO COST OR PRICING information shall be included in the presentation.

(b) Cost or pricing proposal instructions. The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;  
and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for

the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the

proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for

subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for for the loaded fixed hourly rate for each contract period. For example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b)(3)(iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this

amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

5. The Section M clause entitled "EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)" has been deleted.

6. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)" has been modified. The text is as follows:

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

**The technical proposal should be organized in the same order as the technical evaluation criteria set forth below.**

**Unless specifically stated, all subitems within a criterion are considered to be of equal importance. See L Provision entitled, "Instructions for the Preparation of Technical Proposal" for important information. Note: All firms**

shall submit written proposals in accordance with the written proposal criteria that follows. Only those firms who are determined to be in the competitive range will provide oral proposals. When making an award decision the scores for the oral and written proposals will be equally weighted.

#### EVALUATION CRITERIA FOR WRITTEN PROPOSALS

(A) **Past Performance** (25 points)

Demonstrate successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work. The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment).

(Instructions: As discussed in the L Provision entitled "Past Performance Information," offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. Work which would be considered similar would be of similar scope, magnitude and complexity to that which is detailed in the SOW. This should include information on five (5) contracts and subcontracts and may include similar contracts with Federal, State and local governments, as well as commercial businesses. (Information should be provided as indicated in the L Provision.)

NOTE: As discussed in the L Provision entitled "Past Performance Information," if an offeror has no available past performance, a neutral rating of adequate (score = 3) will be assigned for the past performance criteria.

(B) **Management Plan** (25 points)

Provision of a management plan that details the procedures for staffing including ensuring the availability of staff and supporting this contract with sufficient information for an evaluation of the degree to which the plan will ensure the effective implementation and execution of contract requirements. The plan should include organizational structure, organizational lines of authority, roles and responsibilities of organizational components and individual employees, and the use of corporate personnel, facility or other resources; demonstrated capability to effectively manage personnel resources; to control and effectively manage costs; to meet reporting and schedule requirements; to manage multiple technical projects and projects with multiple tasks; and to communicate effectively with the Agency. The plan should discuss the operational capability of the offeror's information, cost management and reporting systems to track and manage this contract (including LOE, deliverables and costs) starting from contract award. The plan should state various potential performance-inhibiting contingencies, and demonstrate capability and procedures for handling these contingencies. Included, for example, would be conflict of interest; staff depth limitations; subcontracting arrangements or other approaches for situations where the Contractor lacks necessary in-house expertise or capability. Additionally, a discussion should be included to clearly demonstrate the offeror's ability to effectively manage any proposed subcontractors and consultants. This discussion should include, but not be limited to: evaluation/quality assurance

of subcontractors'/consultants' work, timeliness, coordination of efforts between the prime and subcontractors/consultants, and monitoring of subcontractor/consultant performance and cost. Letters of commitment shall be include for any proposed subcontractors and consultants.

(C) **Technical Approach** (20 points)

The offeror will be evaluated on their technical approach to provide support for each area of the Statement of Work which demonstrates an understanding and knowledge of the requirements.

(D) **Key Personnel Resume Evaluation** (20 points)

The following positions are considered key for purposes of proposal evaluation: Program Manager, QA/QC Officer, Health Physicist, Chemical/Radiological Emergency Response Specialist, Modeler/Risk Assessor, Environmental Engineer, Information Specialist. Note: If the offeror intends to include more than one individual in a certain position (ie: health physicist), the person who should be addressed under this evaluation criterion is the individual who the offeror expects to perform the most work under the contract. The resumes of these key personnel will be evaluated on their demonstrated relevant education and experience, their availability and their contribution to and ability to successfully accomplish the Statement of Work based on their proposed role in the contract.

(E) **Quality Assurance** (10 points)

(See L Provision entitled "Quality Management Plan")

Demonstrated capability to ensure deliverable product quality and to plan, develop, implement, manage, and assess the effectiveness of quality control and quality assurance plans and operations. If the offeror has an existing quality system in place, the system should be described and information provided as to: how long the system has been in place, the type of work that the system has been used for, and results of customer satisfaction with respect to product or service quality.

Offeror's quality system shall use American National Standard ANSI/ASQC E4-1994 Specifications and Guidelines for Quality System for Environmental Data Collection and Environmental Technology, included by reference, and shall be documented in a Quality Management Plan (QMP), or other equivalent named document, prepared by the contractor following EPA QA/R2, "EPA Requirements for Quality Management Plans," included by reference. (Refer to L provision entitled Quality Management Plan and L provision entitled, "Instructions for the Preparation of Technical and Cost or Pricing Proposals.) If the offeror conducts periodic reviews, such as required by ANSI/ASQC E4-1994, Section 2.2.1, or ANSI/ASQC Q9004-1-1994, Section 5.5, to assess its quality system, the results of these internal reviews should be summarized and presented.

**TOTAL POINTS - 100**

**Evaluation Criteria for Oral Proposals**A. Key Personnel 35 points

The following key personnel (Program Manager, QA/QC Officer, Health Physicist, Chemical/Radiological Emergency Response Specialist, Modeler/Risk Assessor, Environmental Engineer, Information Specialist) will be evaluated on their response to specific technical and managerial questions related to their specific area of expertise and/or area of responsibility. Each response will be evaluated with respect to succinctness, accuracy, and thoroughness as well as presentation. NOTE: if the offeror proposes more than one individual in a category defined as key above, (ie: industrial hygienist), the person who should be addressed is the individual the offeror expects to perform the most work under the contract.

B. Team Response 35 points

The team response (which will be delivered by the key personnel identified in criterion A. above) will be evaluated on their response to technical questions designed to evaluate the ability of the team to pool their expertise in various relevant disciplines and perform and communicate its answers to the various questions. The response will be evaluated for: relevance to the questions, coherence, succinctness, creativity, understanding of the issues involved, managerial perspective and the participation of the entire team in delivering the answer.

C. Oral Presentation

The offeror's oral presentation will be evaluated for its demonstration of their understanding of the Statement of Work and technical and managerial expertise relevant to the Statement of Work. The presentation will also be evaluated on its completeness, conciseness and clarity.

30 points

100 Total Points

7. The attachment entitled "STATEMENT OF WORK" has been modified. The text is as follows:

**Regulatory, Analytical, and Evaluation Support Services for Radiation Protection Programs****Background**

The mission of the Radiation Protection Division (RPD) of the Office of Radiation and Indoor Air (ORIA) is to establish and manage a national program to ensure that public health and the environment are protected from the risks of unnecessary exposure to ionizing radiation. ORIA accomplishes its mission by developing and implementing standards and guidance, fostering the use of innovative technologies, and serving as a reliable source of credible information on issues related to radiation protection.

Major program areas include (1) Radioactive Waste Disposal and Management (e.g., WIPP, Yucca Mountain, TENORM, Low Activity Waste, clean materials); (2) Cleanup (e.g., radioactively contaminated sites, federal guidance, technology assessment, risk modeling); (3) Emergency Preparedness and Response; (4) Air Toxics [e.g., NESHAPs (National Emission Standards for Hazardous Air Pollutants)]; and (5) related areas (e.g., modeling, risk assessment, risk harmonization, Toxics Release Inventory, radiation information management).

Facilities and sources related to these program areas include (a) Department of Energy (DOE) facilities; (b) Department of Defense (DOD) facilities; and (c) Nuclear Regulatory Commission (NRC) licensees, NRC agreement states , ; (d) Superfund sites with potential radioactive contamination; (e) radiological accidents and incidents, (g) importation of radioactive materials, and (h) Naturally Occurring Radioactive Material (NORM). Finally, RPD/ORIA is involved in the radiation-related programs and activities of various national and international communities and organizations (e.g., International Atomic Energy Agency).

In performance of work in the areas as set forth herein, the Contractor's effort shall be limited to providing the required contractual support in a manner that allows EPA officials to exercise their sole responsibility for determination of Agency policy.

**The contractor shall submit for review and obtain approval from the EPA Project Officer/Work Assignment prior to use or dissemination of any and all manuals, technical documents, and outreach materials (to include all training and workshop materials).**

#### **Contractor Support Requirements**

Contractor support is required for the development and implementation of regulations and guidance, evaluating innovative technologies, and providing reliable public information on issues related to radiation protection. To provide this support, the Contractor shall furnish the necessary personnel, materials, equipment, hardware and software, services, and facilities to perform any work as specified in work assignments.

Quality assurance/quality control (QA/QC) requirements will be specified as needed in each work assignment. When QA/QC is required for a specific work assignment, appropriate guidelines will be attached to the work assignment. (EPA QA/QC guidance is available at <http://es.epa.gov/ncerqa/qa/>) When measurement or data generation activities are required, the Contractor shall: (1) submit a QA Project Plan; (2) acquire approval of any modifications to the Plan; (3) participate in any audits of the work assignment and assure appropriate response to any corrective actions recommended by the auditors; and (4) provide a QA/QC Evaluation Report in any reporting of measurements or data activities resulting from each work assignment. All work performed under this contract by the Contractor will be limited to technical support and not include determination of Agency policy. EPA officials are solely responsible for determining Agency Policy.

#### **Task Areas**

##### **A. Regulation/Criteria/Guidance Development**

The Contractor shall provide support to:

1. Develop Technical Documents

a) Conduct underlying research and compile data to support the development of technical documents which support guidance, policy or criteria development.

b) Draft and revise technical documents including Technical Support Documents, Background Information Documents, Economic Impact Analyses, Regulatory Impact Analyses, Environmental Impact Statements, Laboratory Protocols, emergency response plans, standard operating procedures, response guides (e.g., Federal Radiological Emergency Response Plan, National Contingency Plan, EPA Radiological Emergency Response Plan) and protective action guidelines(PAGs).

c) Gather and/or analyze radiation-related data, information, and reports from stakeholders and other sources, where stakeholders could include State and local governments, Federal Departments and agencies, industrial or trade groups, and environmental interest groups.

d) Identify and evaluate approaches to resolve technical, economic (including life-cycle costs), and radiation-specific problems/issues as they arise regarding development or implementation of criteria, regulations, and guidance. Regulations or guidance may apply to measurement, mitigation, or control of radiation. Analyze and evaluate strategies and alternatives for demonstrating and certifying compliance with Agency regulations (measurement protocols, for example).

2. Respond to Comments for Rulemaking

a) Assess, revise, edit, compile, format, excerpt from, and respond to comments on radiation-related regulatory and technical documents, including development of responses to: (1) comments, regardless of source, on various proposed Agency radiation documents; and (2) comments formally submitted to docket(s) established for Notice(s) of Rulemaking. The Project Officer and/or Work Assignment Manager shall approve any responses prior to their release.

**B. Modeling, Exposure Assessment and Source Characterization Support**

The Contractor shall provide technical support to:

1. Develop and Implement Models and Other Methods to Assess Radiation Risks

a) Develop, revise, analyze or review, and implement risk assessments or modeling. Such assessments could include: radiation health effects analyses, risk assessments, public/Stakeholder risk perception assessments, risk-reduction procedures, pathway and risk modeling (e.g., DOE RESRAD, D&D), environmental fate and transport modeling (e.g., PRESTO, MODFLOW), and measurement and mitigation protocols.

b) Develop, maintain, and evaluate background information in support of efforts in the above areas.

2. Identify and Characterize Sources and Exposures to Radioactive Material

a) Identify, quantify, and characterize radiation sources, pathways, and exposure receptors at specific sites and facilities, or related to given equipment.

b) Conduct literature, database, and/or file reviews of mineral, mining, petroleum, and manufacturing facilities to characterize, quantify and/or measure the radiological properties and quantities of liquid, solid and airborne radioactive wastes or process materials, and similar properties of manufactured or industrial products.

3. Assess or Analyze Transport of Radioactive Materials

a) The Contractor shall apply state-of-the-art techniques in assessing transport of radioactive materials from and through air, water, and soils/geologic formations under site-specific conditions or under certain scenarios.

b) Assess potential for, and actual buildups (accumulations) of, radionuclide contaminations at various points in sources/transport paths using available literature and/or models.

**C. Contaminated Site Support/Technology Assessment**

The Contractor shall provide support to:

1. Contaminated Site Support

a) Evaluate and conduct technical assessments, radiation-related studies, analyses, modeling of environmental impacts, and investigations and/or feasibility studies to assess degree and source of contamination, routes of exposure, and attendant risks, and to identify potential strategies to mitigate or prevent contamination.

b) The Contractor shall evaluate laboratory protocols, QA/QC plans, site-specific sampling plans, field monitoring approaches, verification monitoring, rates of erosion/corrosion/leaching as related to release rates and transport rates of radioactive materials into the environment, applying expertise in laboratory analysis, monitoring, and sample collection in various media.

2. Remediation Technology Assessment Support

a) Evaluate the effectiveness of groundwater and soil remediation designs for sites contaminated with radionuclides and hazardous waste (e.g., pump and treat, containment, solidification), including verification and monitoring designs for both existing/innovative ground water and containment remediation systems.

b) Review, assess and report on emerging techniques, technologies, models (e.g., statistical/probabilistic, numerical simulations), information systems/data bases, and related studies regarding sources, pathways, distribution (including geologic), and health and environmental impacts of radiation and radioactivity.

c) Evaluate and report on existing and emerging technologies/techniques/ procedures to prevent and mitigate radionuclide releases, and/or radiation exposure through engineering controls, emission control, system design, equipment selection and application, work procedures and practices, and operational standards.

d) Review documents prepared in support of site-specific cleanup decisions to evaluate, analyze, compare, estimate and/or conduct performance assessments of the capability and costs for various control options/strategies to meet specified degrees of mitigation and/or cleanup of radioactively contaminated areas, sites, facilities and/or materials.

e) Analyze, estimate and report on the feasibility of use, costs, and effectiveness of identified technologies and practices.

#### **D. Compliance and Site Audit Support**

The Contractor shall provide support to:

##### 1. Conduct Site Investigations and Audits

a) Conduct and appropriately document on-site and off-site field work, inspections, audits, and monitoring of site activities at various locations (e.g. DOE Complex sites) as specified in individual work assignments.

b) Conduct and appropriately document waste characterization inspections, QA audits/inspections, and other related radiation site investigations.

##### 2. Evaluate the Adequacy of Compliance Materials

a) Analyze and evaluate documentation/submissions intended to demonstrate compliance with radioactive materials/waste-related criteria, regulations, guidelines, or procedures. Evaluations will support determinations of conformance with Agency requirements. Analysis could include whether compliance information contains technically accurate data; completely addresses information or analytic requirements; correctly characterizes technical, economic, or other non-policy issues; is consistent with protocols or established procedures; and uses appropriate computer models and calculational methods.

b) Analyze and evaluate documentation for use of natural materials or processed byproducts which contain radioactive constituents.

#### **E. Emergency Response Support**

The Contractor shall provide support to:

##### 1. Conduct Emergency Response Exercises

a) Support the planning, executing and evaluating radiological emergency response exercises/including tabletop, command-post , and field

exercises.

b) Develop and/or conduct specialized response training for EPA staff, other Federal Agencies and State and local governments.

**F. Training and Information Management Support**

The Contractor shall provide support to:

1. Develop and Conduct Technical Training

a) Develop technical training modules (including computer-based training and evaluation tools), materials, demonstration/ illustration devices, and other essential communication elements to support training in the areas of capability development and the implementation/enforcement of radiation criteria, regulations, guidelines, procedures, and recommendations.

b) arrange logistical aspects of and conduct technical training and instruction, for EPA staff (regional radiation and Superfund), State and local government officials.

2. Develop and Maintain Databases

a) Design, develop, refine and maintain database(s) (including web-based applications) and provide data use and data management support on any relevant facet of radiation and/or radioactive materials in the human and natural environments. This would include data on the pertinent industries or organizations that manufacture, process, transport, or in any way use (or are affected by) radioactive materials (both man-made and naturally-occurring), contaminated site inventories, and correlations to other environmental data and information sources.

8. The attachment entitled "REPORTS OF WORK " has been modified. The text is as follows:

WORK PLANS

1. Original Work Plan

**Twenty (20)** calendar days after receipt of a work assignment issued under this contract, unless otherwise specified in the work assignment, in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Project Officer, and one (1) copy of a Work Plan to the Work Assignment Manager. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.
- g. A series of graphs reflecting projected cumulative estimated costs (and estimated fee) and labor-hours by month for each task or other logical segment of work for the total work assignment effort.

## 2. Revisions to Work Plan

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer (b) when directed by the Project Officer pursuant to the Clause entitled "Technical Direction," (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Project Officer and the Work Assignment Manager.

## 3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

8. The attachment entitled "TECHNICAL QUESTIONS" has been added. The text is as follows:

Technical/Cost Questions :

Question: The requirements for the "discussion" of the Project Manager include past performance information including contract number, duration, etc. Can this be included in the resume, which is not included in the 50-page limit, or does this need to be in the body of the technical proposal?

Response: Yes, the discussion of the Project Manager's experience should be included in the resume.

Question: You state that "only the key personnel specifically identified in the written proposal will be allowed to attend the oral presentation". As this is a small business procurement, the president of the contractor company is likely to be directly involved in most projects, even if they are not bid as the key personnel. Can the President/CEO also attend the presentation?

Response: No, only the key personnel specified in the written proposal will be allowed to attend and participate in the conference. If the President/CEO serves in a key position he/she can attend/participate in the conference.

Question: You have limited discussion of each task to only one page (#3, page L-6), yet the requirements outlined in the SOW for some Task Areas are sometimes over a half page. Is it possible for you to extend the page limit to at least 3-5 pages to address these more lengthy requirements?

Response: EPA considers one page to be sufficient for addressing each numbered task area of the Statement of Work (total of 12) since the firms that are included in the competitive range will have the opportunity to further demonstrate their technical knowledge and understanding of the various task areas during the oral presentation.

Question: Regarding key personnel, you define seven required personnel (L.11, section 4) and that all seven resumes shall be included. You further state "Only key personnel specifically identified in the written proposal will be allowed to attend and participate in the Oral Presentations". However, you do not say that all seven are required to attend the oral presentation. You state only that "the presentation shall be made by the proposed Project Manager and up to six other members...". Are all seven individuals defined in section 4 required to attend the presentation? How much lead time will be offeror be given to arrange the schedules of and travel for seven people?

Response: All seven key personnel will be required to attend the conference. The lead time for arranging travel schedules will be short since the oral presentations will be held immediately after the competitive range is established. As stated in clause L.11, paragraph III.E.3, it is currently anticipated that oral presentations will begin around the third week of June, 2000.

Question: For section d. of the technical proposal, key personnel resumes are to be inserted, yet the pages are not to be numbered since you state : "The following items are excluded from the above stated page limitation:...resumes...". Is this correct? Or should they be summarized in section d, with the full resume placed in an appendix at the end?

Responses: As instructed in the RFP, key personnel resumes should be included in Section D of your proposal.

Question: You state on page L-7, section 5 that the [Quality Management Plan] or a part of the Plan such as an addendum or appendix..." Does this mean it can be submitted as an attachment (not included in the page limit), with a summary in the body of the technical proposal (included in the page limit)?

Response: The Quality Assurance Plan is exempted from the 50 page limit.

Question: On page L-6, Section B.3 Technical Approach, the

instructions indicate a page limit of one (1) page per task area. Is the page limit for the Technical Approach a total of six (6) pages for Task Areas A through F, or is the page limit a total of twelve (12) pages for Task Areas A.1, A.2, B.1, B.2, B.3, etc.?

Response: The page limitation applies to the numbered categories in the Statement of Work, A.1, A.2, B.1, etc.

Question: The Other Direct Costs (ODCs) listed in Section L.17 do not include local travel. If it is our normal practice to charge allowable local travel to a contract, should those costs be included as an additional ODC?

Response: If you will need cost for local travel under this requirement, the cost should be included in your cost proposal.

Question: From the instructions for preparation of the written technical proposal and the evaluation criteria it appears that only the resumes of the individuals an offeror proposes for each of the seven key positions should be included in the technical proposal, and that only one person may be proposed for each key position. Is this interpretation correct? If resumes for individuals other than key personnel may be included, under which evaluation criterion will they be reviewed by the EPA?

Response: Correct, only resumes for key personnel should be included in the technical proposal. Resumes outside of the key positions will not be evaluated.

Please describe the format and agenda for the preproposal conference on May 2, 2000.

The Preproposal conference will consists of an overview of the technical requirement, a review of sections of the RFP, a question and answer session to general questions of the RFP, and a session for receiving questions that will be answered by an amendment to the solicitation.

Section B.2(c): If work is authorized to begin once a work assignment is received, but a work plan is not required until 20 days after, are cost (reasonable, allocable, etc) reimbursed if EPA later on revises the work plan to have a different start-up from what actually occurred?

Response: Unless the work assignment specifically directs you not to perform work until receiving notice from the Contracting Officer that the work plan is approved, the Contractor shall begin work immediately upon receipt of a work assignment. Any allowable, allocable, and reasonable costs incurred would be reimbursable under the contract.

Questions: Section B.2(d): It is unclear what is exactly meant by the phrase

"level of effort/labor hours". Does this mean labor hours, LOE dollars and hours, LOE hours and total hours (including support)?

Response: For this requirement "Level of Effort" refers to hours.

Question: Section B.2(e): Can a work assignment authorized within the base period have a period of performance that extends beyond the base period's end date? If so, does an option period have to be exercised for this to happen?

Response: No. A work assignment cannot extend beyond the specific contract period of performance, (ie: if the base period ends 9/30/01, the work assignment can go no further than 9/30/01.) Upon exercise of an option to extend the contract period of performance new work assignments must be issued for any new or follow-on work.

Question: Section B.2(f): Is there a minimum threshold for having to submit the 75% notification of LOE expended hours? This is asked to help understand the amount of project controls that should be priced. For work assignments of 2 weeks or less, the project controls can get very expensive if the 75% notification is required.

Response: No, there is no minimum threshold for submitting the 75% notification requirement for LOE hours. In accordance with Clause B.2 "Work Assignments (EPAAR 1552.211-74) (f), "The contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended.

The average work assignment under this contract will exceed 2 weeks in duration.

Question: Section B.2(g): The second sentence- should it read begin/continue instead of being/continue? And if a work assignment is received before a work plan is submitted, will the Contractor be authorized to begin work immediately as is stated in Section B.2(c)?

Response: Correct, the sentence should read begin/continue instead of being/continue. Yes, in all cases you must receive the work assignment before having to submit a work plan. The Contractor will be required to begin work immediately upon receipt of a work assignment unless otherwise notified in the work assignment.

Question: Section B.2, Will EPA provide an estimate of the projected number of work assignments that would be issued, the average number of LOE hours in a work assignment, the average duration of a work assignment, and a top dollar value and bottom dollar value of the work assignments during a 20,000 LOE period?

Response: At this point, it is not possible for EPA to provide an estimate of the work assignments that may be issued during a contract period.

Question: Section G.3: Is the \$100,000 reserve capped for the entire contract period, or is it \$100,000 for each of the base and option periods.

Response: The reserve of \$100,000 or 85% applies to each contract period.

Question: Section G.5(c) When does EPA establish the ceiling rates? And if

final actual indirect rates increase above the ceiling rates, does EPA reimburse at the ceiling rates or the final rates?

Response: Ceiling rates will be established during contract negotiations if it is determined during negotiations to be necessary to protect the Government. If actual indirect rates increase above the ceiling rates, contract reimbursement will be at the ceiling rates.

Question: Section G.5:(c) If forecasted indirect rates for future years vary, which rates become the ceiling rates? Can the ceiling rates change for each period?

Response: Ceiling rates are negotiated prior to contract award. The ceiling rates for each period are fixed, but they may be different for each period.

Question: Section G.5:(c) Should the pricing of this proposal reflect projected actual indirect rates, or acceptable ceiling rates?

Response: The pricing of a proposal should be based on projected actual indirect rates.

Question: Section G.7: Should full subcontract consent information be included in the competitive proposal, or is it to be addressed after award?

Response: Full subcontract consent for proposed subcontractors will be issued by the Government after contract award.

Section L.11 (a)(1): Is the first sentence complete? (Submit proposal for other than cost....)

Response: The first sentence should read as follows: "Submit Proposal for other than cost ....)

Question: Section I.5, L.3 and L.11 seem to contradict each other, Section I.5(B) (2)(b)(1) indicates unless an exemption is granted, cost or pricing data shall be submitted...Section L.13 states cost or pricing data is not required...Section L.11, Part E "Presentation Format," Item 7(b) indicates cost or pricing information shall be submitted in accordance with table 15.2 of FAR 15.408. Please provide EPA's exception of whether cost or pricing data is required (unless exempt by FAR 15.408).

As provided under provision L.3, offerors are not required to submit cost or pricing data. Clause I-5 "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data" pertains to contract modifications. Exceptions to submitting cost or pricing data would be determined on a case by case basis.

Question - Section M: How will the cost proposal be evaluated and scored compared to the other offeror's proposals?

Response: Scores will not be assigned to cost proposals. However, the various cost elements of each proposal will be reviewed/evaluated on individual basis to determine cost reasonableness. See

Question: Section B.2 indicates the work plan is due 20 days after receipt of a work assignment, but Page 2-2 of 8 (Work Plans) indicates the work plan

is due 10 days after receipt of a work assignment. Which is correct?

Response: Section B.2 is correct. Page 2-2 of 8 will be corrected in this amendment.

Question: Paragraph H.20 (a) states that "The Contractor shall assign to this contract the following key personnel:

Program Manager  
Quality Assurance/Quality Control Officer

However, paragraph L. 11.B.4A "Resumes of Key Personnel" States that the Program Manager, QA/QC Officer, Health Physicist, Chemical/Radiological Emergency Response Specialist, Modeler/Risk Assessor, Environmental Engineer and Information Specialist are considered key for proposal evaluation. Please clarify the discrepancy.

Response: This is not a discrepancy since the Program Manager and Quality Assurance/Quality Control Officer are considered key to contract performance while the personnel of L.11 are considered key for proposal evaluation.

Question: Your Office checked references for our company within the last two months as part of another solicitation, using the same forms and procedures as specified in this solicitation. Rather than impose on the same references, to repeat this identical effort within so short a time, is it acceptable to include the information about our references in this proposal and ask that you check the file for our last solicitation?

Response: No. Each RFP is handled independent of another. Although we may have checked references for your company within the last two months, since this is a new requirement, we are required to check your references.

Question: Section L, Resumes of Key Personnel, implies that only one resume may be submitted for each of the key positions (Program manager excepted). Section M notes that the offeror may proposal more than one individual for the key positions. Is it acceptable to propose more than one individual for a key position? If we propose more than 1 person for a key position, should each individual's resume be included in the proposal?

Response: No, only include the resume of the person that will perform the majority of the work for the key position.

Question: The scope of work in section 2.a) implies that the contractor should be performing sampling and characterization of radiation sources. Should the cost proposal include estimates for samples analysis, and if so, are estimates available for the expected number of samples to be analyzed during each contract period.

Response: The contractor will not be required to perform sample analysis of radiation sources.

Question: Does the Mentor-Protege give the proposal team extra points. If we have a woman-owned SDB on our team- is that sufficient or it adds to have a Mentor-Protege?

Response: Not for this procurement. The mentor protege program

is optional, therefore, no extra points will be give.

Question: Criteria for key personnel selection is missing. Can you provide us with this information?

Response: See M.3 "Evaluation Factors for Award".

Question: The key personnel does not cover the entire SOW. Can we expand the role of the key personnel and their titles.

Response: The positions identified as key are considered essential for the various task areas of the Statement of Work. Your response should fully address the key personnel and their roles as required by L Provision "INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999), Part B.4, "Resumes of Key Personnel" and criterion D of the written proposal portion of clause M.3, "Evaluation Factors for Award.